



Proposal
July 23, 2020

Competitive Solicitation by Region
14 Education Service Center For
HVAC Equipment, Installation, Service, & Related Products
On behalf of itself and other Government Agencies And made
available through the
National Cooperative Purchasing Alliance
RFP # 17-20

by:

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NCPA
National Cooperative Purchasing Alliance

Request for Proposal (RFP) for HVAC Equipment, Installation, Service, & Related Products

Solicitation Number: 17-20

Publication Date: Tuesday, June 9th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, July 23rd, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 16th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for HVAC Equipment, Installation, Service, & Related Products for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



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National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of HVAC Equipment, Installation, Service, & Related Products.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

◆ Vendor Scope

- It is the intention of Region 14 ESC to establish a contract with vendor(s) for HVAC Equipment, Installation, Service, & Related Products. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.
- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.
- Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 14 ESC also requests any value-add product or service that could be provided under this contract.
- While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products-Western USA, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business. The scope of this RFP shall include but not be limited to the following products and services:
 - **HVAC Refrigeration** Type- Rotary, Centrifugal, Scroll, Reciprocating, Absorption
 - **Indoor Air Quality Products and Devices** Type- Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
 - **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits
 - **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections
 - **Air Terminal Devices and Heating Products** Type-VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
 - **DDC Controls** Type-core components, end devices, lighting, panels
 - **Cooling Towers** Type- open, closed, evaporative, other
 - **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
 - **Invertors**
 - **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other

- **HVAC Specialty Products** Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other
- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other
- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Energy Services** Type-Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **Equipment Rentals** Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other
- **Financial Services** Type- leasing, prompt and pre-payment discounts, guaranteed savings and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural and other

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Ø Tab 2 – NCPA Administration Agreement
- Ø Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

◆ Shipments (if applicable)

- The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

◆ Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of

final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further

be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - Providing material that does not meet the specifications of the contract;
 - Providing work and/or material that was not awarded under the contract;
 - Failing to adequately perform the services set forth in the scope of work and specifications;
 - Failing to complete required work or furnish required materials within a reasonable amount of time;
 - Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any

person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Ø Respondent(s)' processes, and quality of organizational structure
 - Ø Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer
- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer


◆ Value Added Services Description, Products and/or Services (10 points)

- Marketing and agency Training
- Customer Service
- Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
- Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
- Green initiative(s) (e.g.; philosophy, certificates, awards)
- Quality and breadth of value add(s)
- Other factors relevant to this section as submitted by the proposer

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Cullum Services, Inc.
Address	3325 Pacific Street
City/State/Zip	North Charleston, S.C., 29418
Telephone No.	843-747-2900
Fax No.	843-529-2181
Email address	cullumr@culluminc.com
Printed name	F. Rudolph Cullum
Position with company	President
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Cullum Services, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 02-88, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of HVAC Equipment, Installation, Service, & Related Products;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ Fees and Reporting

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO Number	RQN Number	Sale Amount	Admin Fee (3%)
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Total _____

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

General Provisions

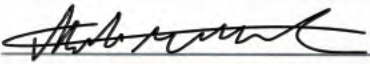
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: August 24, 2020


Vendor:

Cullum Services, Inc.

Name: F. Rudolph Cullum

Title: President

Address: 3325 Pacific Street
North Charleston, S.C., 29418

Signature: 

Date: July 22, 2020

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process


Fill out the form on the Facilities page at www.NCPA.us

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date	July 22, 2020
RFP Number	# 17-20
Company Name	Cullum Services, Inc.
Printed Name	F. Rudolph Cullum
Signature	

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.



States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Maryland	<input checked="" type="checkbox"/> South Carolina
<input type="checkbox"/> Alaska	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Michigan	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Texas
<input type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Utah
<input type="checkbox"/> Colorado	<input type="checkbox"/> Missouri	<input type="checkbox"/> Vermont
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Montana	<input type="checkbox"/> Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Nevada	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Florida	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Georgia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Hawaii	<input type="checkbox"/> New Mexico	
<input type="checkbox"/> Idaho	<input type="checkbox"/> New York	
<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina	
<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota	
<input type="checkbox"/> Iowa	<input type="checkbox"/> Ohio	
<input type="checkbox"/> Kansas	<input type="checkbox"/> Oklahoma	
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Oregon	
<input type="checkbox"/> Louisiana	<input type="checkbox"/> Pennsylvania	
<input type="checkbox"/> Maine	<input type="checkbox"/> Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

-n/a

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

-n/a Ø It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

➤ Responding Company's principal place of business is in the city of North Charleston, State of S.C.

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

☐

A publically held corporation; therefore, this reporting requirement is not applicable.

☒

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

☐

Manufacturer Direct

☐

Certified education/government reseller

☐

Authorized Distributor

☐

Manufacturer marketing through reseller

☒

Value-added reseller

☒

Other: **Service Provider**

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Michelle Clark

Title: Office Manager

Company: Cullum Services, Inc.

Address: 3325 Pacific Street

City: North Charleston

State: S.C.

Zip: 29418

Phone: 843-747-2900

Email: clarkm@culluminc.com

• Purchase Orders

Contact Person: Michelle Clark
Title: Office Manager
Company: Cullum Services, Inc.
Address: 3325 Pacific Street
City: North Charleston State: S.C. Zip: 29418
Phone: 843-747-2900 Email: clarkm@culluminc.com

• Sales and Marketing

Contact Person: Zane Driggers
Title: Account Manager
Company: Cullum Services, Inc.
Address: 3325 Pacific Street
City: North Charleston State: S.C. Zip: 29418
Phone: 843-747-2900 Email: driggersz@culluminc.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No

Tab 4 – Vendor Profile

**Please provide answers to the following questions in a clear and concise manner.
Provide the question number in your response:**

GENERAL:

1. Company's official registered name.

- Cullum Services, Inc.

2. Brief history of your company, including the year it was established.

- Cullum Services, Inc. is a subsidiary of Cullum Mechanical Construction, Inc. Cullum Mechanical Construction, Inc. was founded in 1972 by Furman Cullum. In 1999, to better serve our clients and diverse customer growth, the company formed two subsidiaries, Cullum Services, Inc., and Cullum Constructors, Inc.

Cullum Services, Inc. is an unlimited licensed commercial /industrial mechanical contractor specializing in servicing and maintaining all air conditioning, plumbing, refrigeration, and electrical systems. Cullum Services, Inc. covers all of South Carolina with offices located in Charleston, Columbia, and Greenville.

Our corporate headquarters occupy 30,000 square feet, with an additional 18,000 square feet of project support space dedicated to sheet metal and pipe prefabrication. While our operations have evolved greatly over the years due to changing customer demands and developments in the industries we serve, our values of *quality, respect, innovation, and integrity* have remained constant. The driving force behind our operations is our goal to remain client-focused to better serve our customers, and we take great pride in the level of workmanship we provide on every project.

Our capabilities include

- Industrial and commercial HVAC installation and services
- Refrigeration installation and services
- Controls – Installation, service, and monitor
- Plumbing installation and services
- Process piping installation and services
- Sheetmetal fabrication, installation, and services
- Electrical installation and services
- Construction, restoration/renovations, retrofit and repair services

South Carolina License Numbers and Classifications:

- General Contractor License Number 102520
- Mechanical Contractor License Number 101991
 - Classification:
 - Group 5 – Unlimited
 - Sub classifications:
 - AC5 – Unlimited
 - HT5 – Unlimited
 - EL5 – Unlimited
 - PB5 – Unlimited
 - LP5 – Unlimited

3. Company's Dun & Bradstreet (D&B) number.

- Dun & Bradstreet 06-928-8327

4. Corporate office location.

- 3325 Pacific Street, North Charleston, SC 29418

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support, and administration.

- Cullum Services, Inc. employs 105 team members in South Carolina.

Total Employees	105
Direct Sales	5
Sales Support	5
Administration	13
Service Technicians	68
Engineering Support	4

North Charleston, SC - Corporate

Administration - 5

Service Technicians – 31

Sales – 2

Sales Support – 2

Engineering support –2

Columbia, SC – Service office

Administration – 2

Technicians - 17

Sales - 1

Sales Support – 1

Engineering Support -1

Greenville, SC – Service office

Administration – 1

Technicians - 20

Sales - 2

Sales Support – 2

Engineering Support -1

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

- Cullum Services, Inc. covers all of South Carolina with support from three service offices.

Charleston, SC. - Corporate
Cullum Services, Inc., 3325 Pacific Street, North Charleston, SC 29418 office - 843-747-2900
Scott Ryan, Service Manager – 843-747-2900 / Zane Driggers, Account Manager – 843-747-2900

Columbia, SC –
Cullum Services, Inc., 4768 Sunset Blvd., Suite 6, Lexington, SC 29072 office - 803-951-9366
Dallas Rowe, Branch Manager – 803-951-9366 / Zane Driggers, Account Manager – 843-747-2900

Greenville, SC –
Cullum Services, Inc., 121 Webb Street, Simpsonville, SC 29681 office - 864-228-6571
Keith Blanton, Branch Manager – 864-228-6571 / Zane Driggers, Account Manager – 843-747-2900

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales - Zane Driggers
- b. Sales Support - Scott Ryan
- c. Marketing – Dwayne Coulter
- d. Financial Reporting – Michelle Clark
- e. Executive Support – Roy Driggers, Seth Stanton

a. Sales

Name/Title:

Zane Driggers - Account Manager

Role:

Develops and maintains long-term relationships with accounts. Makes sure clients receive requested products and services in a timely manner. Sales generator.

Experience:

10 years' experience in the HVAC industry

Education:

Bachelor of Sciences in Business Management and Economics from Rollins College.

b. Sales Support

Name/Title:

Scott Ryan - Service Operations Manager

Role:

Responsible for service department profit centers including mechanical, plumbing, and preventive maintenance. Serve as project manager on large projects. Support sales and engineering. Manage business relationships with key customers.

Experience:

20 years' experience in HVAC industry, including 16 years with Trane.
Service Manager

Operations manager

Controls Certified

Support

Education:

Florence Darlington Technical College - HVAC - Applied Science.

c. Marketing

Name/Title:

Dwayne Coulter - Marketing and Business Development

Role:

Marketing. Marketing Collateral, Website, Social Media, Sales Support, Trade Shows

Experience:

12 years' experience in HVAC industry

28 years' experience in Marketing and Sales

Education:

Bachelor of Science in Marketing – Winthrop University

d. Financial Reporting

Name/Title:

Office Manager / Administrative Coordinator

Role:

Responsible for all office operations, including accounting, billing, dispatch, and fleet monitoring, contract management, executive support .

Experience:

34 years' experience with Cullum Mechanical Construction / Cullum Services, Inc.

Office Management

Personnel Management

Accounts receivables and payables

Sales and Executive Support

Customer Service

Education:

Trident Tech - Accounting, Computers

e. Executive Support

Name/Title:

Roy Driggers - Vice President

Role:

Management of Operations - Cullum Services, Inc.

Experience:

46 years' experience with Cullum Mechanical Construction/Cullum Services, Inc.

Name/Title

Seth Stanton- Engineered Solutions Manager

Role:

Engineer, Solutions, and Support

Experience:

18 years' experience in HVAC Industry, including with Trane and Carrier

LEED Accredited Professional

Energy Services

Controls

Sales Support

Education:

Bachelor of Science in Mechanical Engineering - University of Kentucky

8. Define your standard terms of payment.

- Net 30

9. Who is your competition in the public marketplace?

- Cullum Services is a leader in the industry and top service provider in South Carolina. Our quality of service and the ability to cover all of South Carolina sets us apart from many competitors. Our main competitors are national service companies like Daikin, JCI, and Trane

- The initial strategy will be teaming with members from NCPA and to educate our key members on the benefits of being an NCPA vendor. Cullum will hit the ground running by contacting our current public sector clients to educate them on the NCPA program benefits. Then expand to our public sector clients that we have worked with in the past to educate them on our new vendor status and parlay the benefits of NCPA.

Marketing efforts will start with a press release of the new NCPA vendor status while also running a social media campaign to reach current and potential clients. These will include LinkedIn, Twitter, Facebook, and Instagram accounts. Add logo and news press release/news article to website Create co-branded (See [attached](#) Liebert/Vertiv Partner co-branded brochure) collateral material and coordinate with the sales team to get in front of as many potential public sector contacts as possible, to inform and educate on the NCPA status. Promote NCPA by attending trade shows and seminars, along with direct mail and email campaigns throughout the year.

13. What differentiates your company from your competitors?

- Cullum Services takes pride in being an expert in our industry that our clients can trust. We are uniquely

positioned to be big enough to cover all of South Carolina with offices in three cities but still not have the overhead of the national companies. We self-perform our contracts. This allows us to be very competitive in pricing while not having to jeopardize the quality of the work. HVAC service is our primary business. We offer several types of maintenance programs and go above and beyond to make sure the client is getting the most out of their HVAC systems. Having multiple offices also allows us to be there when our clients need us the most. We are available 24/7.

Our ongoing training and education are tops in the industry. Training includes Dale Carnegie's and Unlimited Performance customer service and management classes, regional training with industry peer groups, and manufacturer product training.

Cullum Services is an active member of several local, state, and national industry associations to keep up with changes in this fast-paced industry.

Being involved in the communities that we are a part of is also very important to our company and allows us to build local relationships with community and business leaders on local levels.

14. Briefly summarize your company's Quality control/Quality assurance program.

-Quality assurance is a top priority for our corporation. To maintain this as a priority we have established a tier-system of management, which provides special attention to each individual area of the industry. Cullum consists of numerous specialty departments, including HVAC service, HVAC maintenance, refrigeration service, and heavy Industrial equipment service and maintenance.

Another crucial aspect of our quality assurance is extended education, which we promote and encourage throughout our network. Included in our employee training programs are weekly safety meetings and various specialty equipment courses, such as air-cooled and water-cooled chill water equipment, Liebert cooling systems, various types of refrigeration systems and customer service training.

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

- Cullum Services has not been involved in a bankruptcy, reorganization, or any litigation from contract performance. In 48 years of business, there have been ordinary course of business legal matters, ex.- company vehicle accidents. This info can be provided via company attorney, if needed.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

- Cullum Services actively works with customers to evaluate their current HVAC and building utility systems and recommend modifications, operational changes, EMS monitoring, or capital improvements to directly result in energy savings and utility cost reductions. These include, but are not limited to, equipment repairs, scheduling changes, automation system installation and/or upgrades, and total equipment replacements. See attached graphs showing energy and cost savings after equipment changeout.

When applicable, Cullum Services interfaces with the local utility company to help the customer claim rebates and incentives for energy improvement projects.

- See attached EMS energy-saving graphs prepared for a current client.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?

- Cullum Services is a mechanical service contractor. We provide service and maintenance for all makes and models of mechanical equipment. We have access to the top industry products through our manufacturer and vendor relationships.

18. Indicate your company's ability to provide temporary cooling when needed.

- Cullum Services has access to all sizes of temporary cooling systems through our vendor relationships. We also keep 1-2 on hand at each office for emergencies.

19. What equipment/system support documents will your company provide?

- Cullum Services provides all necessary documents to our customers, including, installation, operation, manufacture, maintenance, and warranty manuals for all equipment installations.

20. Identify the process of receiving a purchase order to the ordering of equipment.

- All information in the PO is verified by the project manager for accuracy. It is then entered into the database where a work order or project number is generated to track billing and jobsite information. The project manager communicates with the customer to verify the timeline and goes over any project requirements that may affect the order. Equipment is ordered and the agreed timeline for delivery is scheduled.

21. Describe your company's shipping schedule notification procedures.

- Cullum Services works with our customers to determine what best fits their schedule and needs. We communicate with our vendors or manufacturer on the clients' desired shipping timeframe and notify the client once everything is verified and ordered. Communication is by phone, email, and meetings.

22. Describe how your company deals with shipping delays. How do you notify your customer of delays?

- Shipping delays can happen for a variety of reasons. When it does, the project manager communicates with the vendor to go over all available options. Once verified, the project manager communicates with the customer and goes over new delivery time options. Proactive communication is always important and especially during delays to keep everyone updated. Communication can be by phone, email, and meetings.

23. Provide your shipping schedule reporting form. How many times do you update?

- We are not a manufacturer; however, we do work with our vendors to provide schedules based on the clients' needs. Typically we provide the vendors shipping forms/updates. These are also uploaded to the customer's file for future reference. We communicate the shipping status with the client throughout the process and update as needed.

24. How many products do you stock? Where?

-All locations stock the routine maintenance items: belts, refrigerant, filters, etc. along with miscellaneous HVAC spare parts. All service trucks are stock with routine items: capacitors, wire, belts, refrigerants, etc. We also rely on many local supply stores to buy items as needed.

25. What is your percentage of on-time delivery at each manufacturing plant?

- We are not a manufacturer; however, one of our greatest assets is the ability to source and deliver products

for our clients. Our customers know, if they need something asap, they can rely on Cullum to deliver a solution. Most orders are typically scheduled with enough lead time to allow for 100% on-time delivery. Proactive communication with vendors and clients is a big part of the customer service provided to our clients.

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

- All Cullum Services technicians carry tablets with access to the internet and the company's database. This allows direct access to full details of the customer's information and any previous work history with the client, in real-time. Technicians can request PO's and submit all notes from the service call before leaving any facility. This allows our service manager or service support member to quote and verify information with the customer within minutes of being at the client's location. All vehicles have GPS tracking. In case of emergency, our dispatchers can see and send the closest available tech, saving time and money.

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

-Yes.

28. If your product is defective, what is the replacement process and turnaround?

-If an item is found to be defective it is replaced asap. For non-stock items, the service manager communicates with the manufacture and client on the status and lead times of the replacement item. It is scheduled for replacement asap. If a warranty is available, we work with the manufacturer to provide the necessary information to replace the item.

29. What is the capability of your company to respond to emergency/rush orders?

- Cullum Services, Inc. is available for service calls 24/7 with a staffed call center for after hours. Our size, experience, and office locations throughout the state allow us to respond to any emergency ASAP. As stated in #26, with the GPS tracking system we can dispatch the closet available tech to any emergency call. When available we can monitor our customers 'systems remotely and remedy emergencies through online portals. Many times, within minutes of the issue. Cullum Services experience and contacts with local and national vendors allow us to source and expedite rush orders when needed.

30. State whether your company provides a quality guarantee on your products. If so, please describe.

- Yes. We provide a quality guarantee. Cullum Services core values were built on providing quality service, product, and workmanship in everything we do. If the customer has any issues, Cullum will work with them until it is resolved. It is our goal to exceed our customers' expectations.

31. Describe your procedures to monitor the quality of your products.

- Cullum Services is a service provider. Providing quality service, products and workmanship is essential for the customer and a direct result to the success of our business for 48 years. To maintain quality as a priority we have established a tier-system of management, which provides special attention to each individual area of the industry. Cullum consists of numerous specialty departments, including HVAC service, HVAC maintenance, refrigeration service, and heavy Industrial equipment service and maintenance. Cullum Services also provides a variety of service contracts per manufacture and ASHRAE guidelines for all products installed. This helps ensure the product continues to operate at a quality level.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

- Cullum routinely offers extended parts and labor warranties. Extended warranties are customizable based on the customer's needs. Depending on clients' needs, typical warranties are for 1, 2, or 5 years.

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

- Cullum Services does not currently have any contracts with state or local agencies that have extended warranties.

34. What is your standard warranty on Building Automation Controls?

-Most BAC offer manufacturer warranties. Usually, 1 to 3 years depending on models. Cullum Services also provides a one year warranty.

35. What is your standard warranty on replacement parts?

- Replacement parts warranties are set by the manufacturer and Cullum Services provides one-year defective labor warranty.

36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

- Cullum Services uses an internal management database,. Starting with the initial customer contact, a file is set up with the client's information. All model numbers, equipment list, inspection, and replacement parts are added to this file, including any service, maintenance or repairs. This is a living file that is updated regularly and tracks the status of warranty dates and expirations, etc.

37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

- Cullum Services is licensed in South Carolina and will honor pricing in the state of South Carolina.

SERVICES:

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

- Cullum Services, Inc., is the owner of the 3 service centers. With approx. 70 technicians, Cullum provides services 24-7 and covers all of South Carolina with office locations in Charleston, Columbia, and Greenville. Office hours are from 7:30 am to 4:30 pm. Monday thru Friday. From 4:30 pm to 7:30 am calls are routed to a live person call center and the call center contacts our on-call technician to respond. Depending on location, there is usually a two hour response time.

39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

- Office hours are 7:30 am to 4:30 pm Monday thru Friday. Afterhours, from 4:30 pm to 7:30 am, calls are

routed to a live person call center and the call center contacts our on-call technician to respond. At that time, the on-call technician will determine if additional technician help is needed. Depending on the location, there is usually a two hour response time. We also work with our clients to prepare an emergency call response plan for Critical items.

40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

- Cullum Services is a full-service mechanical contractor with three office locations throughout South Carolina. Cullum Services has the manpower and experience to resolve and complete service calls timely. We have been in business for 48 years and there are not many issues that we have not seen. Our experience and training allow us to identify these issues and resolve them promptly.

41. Please describe the quality program(s) within your company which measures your service work.

- Quality assurance is a top priority for our corporation. To maintain this as a priority we have established a tier-system of management, which provides special attention to each individual area of the industry. Cullum consists of numerous specialty departments, including HVAC service, HVAC maintenance, refrigeration service, and heavy Industrial equipment service and maintenance. We promote and encourage education training and certifications throughout our Company to enhance the quality of work that is provided. Included in our employee training are customer service training and weekly safety meetings.

42. List your company's standard scope of work performed for preventative maintenance visits.

Cullum Services is client-focused. We work with our clients to determine the best maintenance program that meets their needs. We follow manufacturer recommendations and ASHRAE standard guidelines for all equipment and preventative maintenance programs. We also work with the client on any special request. See attached PM forms for more detailed information for the type of work performed.

44. Describe your call center organization.

- Each office location has a call center dispatcher that receives the service calls. Service calls are entered into the company database. The customers' notes from any previous service calls are reviewed by the dispatcher and then routes the information to the next available technician to complete the services. If additional information is needed, the dispatcher will send the call to the service manager for further analysis. In case of an emergency call, a tech is dispatched asap. See #39 for after-hour calls.

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

- Cullum Services only operates in South Carolina. We provide 24/7 service. Cullum has regional offices and provides local numbers for each office. All office dispatchers can direct-transfer outside calls to other offices. There is not a dedicated 800 number.

Charleston, SC – 843-747-2900
Columbia, SC – 803-951-9366
Greenville SC – 864-228-6571

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

- During office hours, emergency calls are sent to the service manager for prompt attention. There are several levels of managers that can assist if needed.

Afterhours calls are answered through a live-person answering service. They then contact the on-call technician who will respond to the service call by phone 1st to determine the complexity of the emergency. A second on-call technician will be called in to assist if needed. When warranted, the service manager is also available to help resolve the issue. (call route: Answering center - 1st on-call technician – 2nd on-call technician – service manager – VP of operations.) Most calls are answered within a two hour response time. If needed, we also work with clients on a critical emergency preparedness plan for critical equipment.

47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

- Service calls are received by the office dispatcher and are entered into the internal database. The customers' notes from any previous service calls are reviewed by the dispatcher, and then routes this information and current needs to the next available technician to complete the services. Once the technician completes the service call, they submit all work notes into the database. This information is reviewed by the service manager to confirm the charges are correct and release it for billing. The billing department reviews information again and prepares the invoice to be sent to the client.

Time Frames- (approximate)

Service calls are dispatched within 2 hours of the call. Upon completion** of service, the info is reviewed by the service manager within 24-48 hours and sent to billing. Billing takes (24-48 hours) to generate the invoice and prepare for mailing. *Most invoices are generated within 4-7 days unless the customer requests them sooner.*

(note) ** Service call timeframes are TBD depending on the complexity of service call.

48. What technology such as GPS tracking does your company use to track the completion of repairs?

- All Cullum Services vehicles are equipped with GPS tracking. All technicians carry tablets that have access to the company database. The GPS allows the dispatcher to route the closest available technician and speed up the response time for our clients. All service work performed is entered into the company database via tablet before leaving the client's site. This allows for real-time tracking of the job status from start to complete.

49. What is the reputation of your company's service in the public marketplace?

- Cullum has been in business for 48 years. Cullum Services has a reputation for having the manpower and experience to get the job done right - the first time. When a job absolutely needs to be done correctly and on time, our clients know they can count on Cullum Services to deliver.

50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

- We work with our clients on what best meets their budget and needs for annual contract billing. Most Preventative Maintenance contracts are billed every quarter but we also offer semi-annually and monthly billing.

51. Identify the process of receiving a purchase order to the providing of a service contract.

- Cullum Services schedules a site inspection to perform an inventory and survey of all equipment and its current conditions. A service manager writes up a PM recommendation for the equipment according to ASHRAE guidelines and manufacturer recommendations. Once approved by the owner and a PO is received, the information is added to the customer file in our database. It is reviewed and scheduled according to the approved contract. The client is called 5-7 days in advance of the scheduled PM appointment to confirm. All information is entered into the database.

52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

- Each office has a dedicated controls manager with EMS monitoring capabilities. We utilize multiple Remote GUI's as well as OEM specific service software such as:

- Trane (Rover, Tracer Summit and Tracer TU)
- JCI (Metasys, and Controller Configuration Tool)
- Carrier (I-Vu, and Network Service Tool)
- Distek
- Tridium
- Mitsubishi
- LG

Our controls technicians are trained in operation, programming, configurations, and interoperability on open communication protocol networks. For customers with remote alarming capabilities, critical alarms are routed via text message and/or email to the respective Controls Manager. The alarms are reviewed from the EMS and if necessary, a technician will be dispatched to resolve. The client is notified of the alarms and status during the process. Alarm notifications are answered 24/7

53. List the number of sites your company currently monitors Energy Management Systems (EMS).

- Cullum Services currently monitors 41 clients' sites in South Carolina.

54. List your company capabilities regarding system changes and repairs to EMS systems.

- See # 52 for detail. Cullum Services has the staff and experience to change and repair most EMS systems. Our EMS technicians are trained and certified by manufacture guidelines. Occasionally, we will use sub-contractors.

55. List the reporting capabilities your company has for EMS system parameters.

- Our deliverable is customizable based on the needs of our clients. We have the capability of sending a number of reports such as:

- Overtime usage reports for property managers who bill tenants for heating and cooling during hours outside the scope of the lease agreement.
- Historical Data reports that will trend any point in the system database for an indefinite period of time
- System Analytics reports that show where customers could operate their facilities more efficiently

and indicate if the equipment is not operating per design

- Alarm reports display any active alarms in the system and ancillary devices
- Override reports will show any user overrides in the system database

56. Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?

- YES to all. Cullum Services specialized EMS technicians are trained and certified by the manufacturer's specifications to provide monitoring, alarm resolutions, repairs, and adjustments for our clients.

57. Describe your process for troubleshooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

- When a client's EMS system sends an alert the EMS manager responds by diagnosing the alarm alert online. Once the alarm is determined it cannot be fixed online, a technician is dispatched to the site for further diagnosis and repairs. SEE # 52 for additional info.

58. Describe your company's startup and system checkout responsibilities

- Startups are self-performed by our technicians that have been certified and trained by product manufacturers. Manufacturer recommended guidelines are followed. A checklist is provided and included as part of the closeout documents turned over to the client at the end of the installation. For more details see attached checklist and start-up sheets.

59. Describe your company's post-installation and warranty support

- As a service provider, we are in constant contact with our clients after installation for many reasons. When needed, we follow up with the manufacturer or vendors for warranty support. We communicate with the clients on the status and process. Maintenance and PM records are also recorded and available for the client through our management database system. See #36 for database support and record keeping.

60. Describe your company's steps for system analysis.

- Our controls technicians are trained in operation, programming, configurations, and interoperability on open communication protocol networks. For customers with remote alarming capabilities, critical alarms are routed in real-time via text message and/or email to the respective Controls Manager. The alarms are reviewed from the EMS and if necessary, a technician will be dispatched to resolve. The client is notified of the alarms and status during the process. Alarm notifications are answered 24/7. Also, see # 55 for additional detail.

61. Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

- All technicians carry a tablet with access to the company's management database. Techs are dispatched via the tablet with full access to customer files. Once dispatch, the technicians can see all history for that client via a tablet. Before leaving the site, techs enter a detailed description of all work provided and recommendations for items that may need attention in the future. This information helps track real-time progress from start to finish. Maintenance and PM records are also recorded and available for the client through this management database system. Service call reports are generated daily and reviewed by service

managers to confirm all details have been entered correctly.

62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

- Daily reports are reviewed for all completed jobs from the prior day. Once completed, jobs are reviewed by admin for accuracy and then reviewed by management to proceed to billing. Within 4-7 days of job completion, invoices are generated and mailed or emailed out, as per customers requests.

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

- Quality assurance is a top priority for our corporation. To maintain this as a priority we have established a tier-system of management, which provides special attention to each area of the industry. Cullum consists of numerous specialty departments, including HVAC service, HVAC maintenance, refrigeration service, and heavy Industrial equipment service and maintenance.

Another crucial aspect of our quality assurance is extended education, which we promote and encourage throughout our network. Included in our employee training programs are weekly safety meetings, customer service training and various specialty equipment courses

64. Is warranty coverage dependent on using your start-up procedure?

- Warranty coverage is dependent on Cullum Services or manufacture rep providing start-up procedures.

65. Who performs your start-up procedure?

- Depending on the manufacturer, we have factory-certified lead technicians and self-perform most startup that we install. In some cases, we will work with a manufacturer rep to provide the start-up.

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. Electrical, sheet metal work, EMS system connection, and programming, etc.)

- Cullum Services is an "unlimited" licensed General Contractor and Mechanical Contractor in South Carolina. We have the capability to self-perform all mechanical and construction functions including design-build systems. Cullum owns and operates a 18,000 sf sheetmetal and pipe fabrication facility. Our capabilities include HVAC, Electrical, Plumbing, Sheetmetal, Piping, EMS System, Valves, Pumps, and all related functions to provide a turnkey project.

68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

-Cullum Services performs site surveys to evaluate the condition of equipment and provides recommendation options for a replacement program based on the survey and ASHRAE recommendations. The proposal would include prioritizing equipment needing replacement with different price point brand options and optional

timelines. We meet with the client to determine what best meets their needs and budget to determine a timeline schedule to proceed.

69. Describe what project scheduling tools your company use to track projects during construction.

- Cullum Services uses the Microsoft Project software program to schedule and track construction projects.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

- Cullum Services maintains ongoing business relationships with all major HVAC manufacturers and stays up-to-date on current product offerings and solutions. Our employees have decades of experience within the HVAC industry, including some who worked for equipment manufacturers, automation vendors, and mechanical design firms. We carefully evaluate the customer's building layout and HVAC needs and select the appropriate solutions. In some instances, multiple products may fit the customer's application, and we will review these in-depth, present multiple options, and help the customer choose the solution that best fits their needs.

71. Describe how your company handles site development and project permitting process.

- Upon project approval, and/or award of a contract, Cullum Services will meet with the customer to set expectations related to scheduling, phasing, required working space, and other logistical details. We maintain business licenses in most municipalities within the State of South Carolina and follow local jurisdictions regarding permitting, street closures, inspections, and other applicable regulations, where applicable.

72. Describe you company's design-build quality control guidelines for design, construction, and review on a turnkey or energy retrofit contract project.

- Cullum Services employs in house mechanical engineers, including licensed professional engineers, that are responsible for calculations, load estimates, equipment selection, and sizing, and system layout (duct, pipe, etc.). When a project progresses from design to construction, our project managers and supervisors are responsible for installing the specified products and systems, as well as implementing any energy conservation measures applicable to the design.

What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

- Cullum Services, Inc. realizes that customer needs vary and thus multiple solutions are often warranted. We meet with the customer and request clarification of their needs and priorities (construction cost, long term energy efficiency, construction duration, etc.). Upon learning the customer's needs and factors, we design the most suitable system.

73. Describe your company's construction management plan.

- Cullum Services is based on a tier-system management plan that utilizes a CMP for each phase of the construction process from permitting to completion. Safety planning is a big part of this plan. The CMP tiered responsibilities are:

Upper Management: is responsible for operations including procurement and performance of work with quality, safety, and customer satisfaction. They provide leadership, direction, and assistance to project managers and superintendents while establishing policies and procedures within the company.

Project Managers are responsible for overall management direction on existing projects through planning, organization, and staffing of all key field positions. They establish project objectives, policies, and procedures

for the job site while maintaining relationships with owners, designers, and other contractors. They monitor and control construction through administrative direction of on-site Superintendent to ensure the project is built as required. They are responsible for the coordination of materials, suppliers, and subcontractors.

Superintendents: are responsible for all decisions at field level on a daily basis including planning, scheduling, coordination, and supervision of labor forces, subcontractors, and materials. They are directly responsible for the quality of workmanship, job site safety, and utilization of proper tools and equipment. They ensure proper manpower levels to meet schedule requirements. Superintendents assure that all daily reports, requests for information, timesheets, and progress meetings are properly recorded and forwarded as needed. They are responsible for the early resolution of problems and maintaining a good relationship with the owner, architect, engineer, and other contractors.

74. What is your standard warranty on installation?

- Cullum Services provides a one year part and labor warranty. An additional warranty may also be available through the manufacturer.

75. What is your standard warranty on energy retrofit contracting?

- Cullum Services provides a one year part and labor warranty. An additional warranty may also be available through the manufacturer.

76. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

- No, but if needed, we can work with clients that require additional warranty deadlines due to financing obligations

77. State whether your company provides a quality guarantee on your service. If so, please describe.

- Cullum Services has been in business for 48 years. The company is founded on Quality, Respect, Innovation, and Integrity. A quality guarantee is provided. It is our goal to exceed our customers' expectations.

78. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

- Cullum Services, Inc. is currently only licensed in the state of South Carolina.

SAFETY:

79. Describe your company's safety program during service/repair work.

Statement of Safeway Cullum

- The company considers the safety of all its employees a major responsibility. Constant efforts will be made to ensure safe working habits and conditions. We recognize that accident prevention can only be

successful when managers and Supervisors are concerned about safety. Staff members must actively coordinate and advise on problem areas. Supervisors must accept their safety responsibilities, and employees must participate in the elimination of unnecessary suffering. Emphasis on the following points are key factors to our safety objective:

- Active interest and support from top management in safety improvement, accident prevention, and implementation of this policy is assured.
- Designated safety staff will assist in the maintenance of a safe and healthy work environment.
- Regular training and education for management and safety personnel in safety practices and techniques will be conducted.
- Pre-Task planning will be utilized to improve quality, safety, and productivity.
- There will be frequent communication with employees about safety, verbally by Supervisory contact, and through the use of promotional and educational materials.
- Supervisors are responsible for safe practices, equipment, material, housekeeping, and working conditions within any given area of Supervisory control. All property will be assigned to someone's Supervisory control.
- Adequate accident records and investigations that determine causes and trends, which enable management to plan future preventative action to be maintained.
- Job safety analyses will be conducted, when necessary, to determine safe operating procedures.
- Development and implementation of safe methods and procedures, as well as safety rules and instructions, will be continually stressed.
- Regular inspections and environmental studies will be done as necessary to identify potential hazards and implement corrective measures.
- Promotion and encouragement of off-the-job safety activities by employees and their families will be strongly encouraged.

Program Purpose

The purpose of Safeway Cullum is to provide a standard for safety on construction projects and service work, and in the sheet metal fabrication shop, pipe shop, garage, and warehouse. Safeway Cullum covers all employees and visitors on any job site. Additionally, it applies to all subcontractors and suppliers, their employees or agents, who enter job site areas and must be adhered to and incorporated into their policy and procedure.

80. Describe your company's safety program during construction.
See #80

81. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

* This is combined reporting for both subsidiaries under Cullum Mechanical Construction.

Year	Recordable Incident Rate (TRIR)	Days Away from work	Lost Workday Incident/Case Rate	Lost Workday Rate	Medical Treatments Only Rate	D.A.R.T	Total Hours Worked
2019	4.06	29	3.26	11.7		3.3	491542.21

82. What reporting mechanism does your company provided to the customer upon completion of any project?

- All work is tracked via management database software. At the completion, a final walkthrough is done by the project manager and client. The project manager reviews and verifies all PO's and relative information are correct and submits final information to accounting for billing. Accounting sends out an invoice. The project manager or office support person sends the customer all final closeout documents.

MARKETING/ SALES

83. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

-Cullum Services will use all these marketing strategies plus items stated in #12

- a. A co-branded press release within first 30 days - **Yes.**
- b. Announcement of award through any applicable social media sites **Yes.**
- c. Direct mail campaigns - **Yes.**
- d. Co-branded collateral pieces **Yes**
- e. Advertisement of contract in regional or national publications . **Yes**
- f. Participation in trade shows **Yes.**
- g. Dedicated NCPA and Region 14 ESC internet web-based homepage with: **Yes**
 - i. NCPA and Region 14 ESC Logo
 - ii. Link to NCPA and Region 14 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
 - v. amendments, marketing materials

84. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

- See the marketing strategy outlined in #12 and #84. Cullum Services has clients that currently participate in the NCPA Co-op. If approved, we will work with these clients to better understand their benefits of using NCPA and use this valuable information with other potential clients and marketing strategies.

85. Explain how your company plans to market this agreement to existing government customers.

- See marketing strategy outlined in #12 and #84

86. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

- The 90-day plan will consist of the marketing strategies outlined in #12 and #84. It will include an internal kick-off meeting once awarded to educate all team members of the NCPA program. Monthly marketing and sales meetings to review the progress of the marketing strategy and sales efforts. This will be a fluid process that is monitored and tweaked as needed to provide the best results.

87. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

- Cullum Services only covers the state of South Carolina. As stated in #87, we will educate all company team members on the benefits of being an NCPA vendor and will have ongoing training for key team members about the benefits of the NCPA agreement.

88. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for the reproduction of such logo in marketing communications and promotions.

- Yes. Cullum Services does acknowledge to provide and give permission to use our logo. Included in copies of RFP and can be sent as needed.

ADMINISTRATION

90. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

- We have successfully worked with many public sector clients but this will be the first cooperative purchasing program that we have participated in. We anticipate moving current customers to the NCPA program. See the attached reference list with sample of current contract clients in South Carolina.

91. Describe the capacity of your company to report monthly sales through this agreement.

- Cullum Services has dedicated staff members and accounting management software to support this NCPA contract by providing reports monthly or as needed, per request.

92. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

- Cullum Services utilizes accounting management software to capture, track, monitor, and manage client accounts. Client reports can be provided at any time and customized by the customers requested information. A history profile for each site is created with each client. This makes providing individual spending, history, management, etc. reports easy to obtain for the client.

93. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost-effective for your company and Participating Public Agencies

- TBD. This is our first opportunity. We look forward to sharing and participating in cost-effective approaches that benefit our customers and the NCPA program.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to

make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

94. Please provide your company's environmental policy and/or green initiative.

- Cullum Services is committed to providing energy efficiency products and being economically responsible. Energy-efficient HVAC systems is an important step in sustainability. We promote energy-efficient products and standards to reduce greenhouse gas emissions. Changing filters regularly, using programmable thermostats, and maintaining the HVAC systems properly not only help reduce carbon footprint but also saves money. In addition to promoting and providing energy-efficient products, we recycle and sort waste from old units to help cut the impact on the environment.

Vendor Certifications (if applicable)

95. Provide a copy of all **current licenses, registrations and certifications** issued by federal, state and local agencies, and any **other licenses, registrations or certifications** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to **licenses, registrations or certifications**. M/WBE, HUB, DVBE, small and **disadvantaged business certifications and other diverse business certifications**, as well as manufacturer certifications for sales and service must be included if applicable.

- See attached licenses and certifications

Tab 5 – Products and Services

◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

- *Cullum Services specializes in servicing and maintaining all manufacture brand HVAC, plumbing, refrigeration, and electrical systems.

◆ **HVAC Refrigeration**

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating, Absorption)
- Cooling medium (e.g., air, water)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (KW/Ton)

- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Indoor Air Quality Products and Devices**

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
- Brand Name(s)
- Capacity Range
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Unitary**

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Air handling**

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
- Brand Name(s)
- Fan Types (e.g. Backward incline, Forward curve, airfoil)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Air Terminal Devices and Heating Products**

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
- Brand Name(s)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **DDC Controls**

- Type (core components, end devices, lighting, panels) Brand Name(s)
- System Protocol (BACnet, LonWorks, Proprietary or Combo)
- LAN Communication Structure (Peer-to-peer, Polling)
- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
- Third party interface (Drivers and Gateways)
- Remote alarm and message capabilities
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Detail Features & Benefits

◆ **Cooling Towers**

- Type (e.g., open, closed, evaporative, other)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Pumps**

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
- Brand Name(s)
- Capacity Range (GPM)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time

- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Invertors**

- Brand Name(s)
- Capacity Range (HP)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Boilers & Water Heaters**

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **HVAC Specialty Products**

- Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Capacity Range (CFM and/or MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Equipment Parts and Supplies**

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

- Cullum Services specializes in servicing and maintaining all top manufacturer brand HVAC, plumbing, refrigeration, and electrical systems.

- See attachments for additional detail for Tab 5 responses. Attachments include equipment checksheets, company equipment and service capabilities, references, key personnel, licenses and certifications, energy saving case study and data points graphs, co-branded marketing brochure with manufacturer start-up verification, bonding capability etc.

◆ **Startup & Commissioning Services**

- Define process for validation of system or equipment operation to design

-Cullum Services, Inc. specializes in servicing, installing, and maintaining all manufacture brands and typically self perform start-ups and commissioning. Start-ups are performed per the manufacturer's recommendations and ASHRAE Standard guidelines. See attached check sheets for more detail.

- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)

- Cullum Services provides, services, and installs all major equipment brands.

- List key personnel (factory, sub-contract, other)

- Cullum Services technicians are factory trained and certified and typically self-perform all work. On occasion, we use a manufacture rep or sub-contractors. * See attached list of key personnel.

- References (public sector only)

- See attached references.

- Case studies describing benefits of services?

- Cullum Services routinely works with product manufacturers' case studies and replicates them to match the customers' specific needs. See attached example case study.

◆ **Service & Maintenance**

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)

-Cullum Services is a full-service mechanical maintenance provider. We provide comprehensive preventive and predictive maintenance programs design for each client's needs, Includes monitoring, emergency services. We work with our clients to determine the best PM program for their facilities.

- Define processes for each type of service and/or maintenance of the system or the equipment

- Cullum Services technicians are factory trained and certified. Our process is to meet with each client to understand their needs. We follow the manufacture recommendations and ASHRAE guidelines. See attached checklist for routines and maintenance schedules for more detail.

- List key personnel (factory, sub-contract, other)

- Cullum Services, Inc. technicians are factory trained and certified. We typically self-perform all work. On occasion, we use a manufacture rep or sub-contractors. * See attached key personnel list.

References (public sector only)

- See attached references

- Case studies describing benefits of services

- Cullum Services routinely works with product manufacturers' case studies and replicates them to match the customers' specific needs. See attached example case study.

◆ **Installation and Turnkey Contracting**

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)

- Cullum Services is a licensed Mechanical and General Contractor that specializes in servicing, installing, and maintaining all manufacture brands. Cullum Services has the manpower, experience, and capabilities to provide retrofit, new construction, controls, and energy retrofit projects from start to completion. See attached project references.

- Define processes for each type install of the system or the equipment

-We carefully evaluate the customer's building layout and HVAC needs and select the appropriate solutions. In some instances, multiple products may fit the customer's application, and we will review these in-depth, present multiple options, and help the customer choose the solution that best fits their needs. We self-perform installation per manufacturer guidelines and to the satisfaction of the client. Keeping the client informed in each phase.

- Bonding and licensing capabilities

- Cullum Services has an unlimited Mechanical Contractors license for South Carolina and bonding capability up to 30 million dollars per project.

South Carolina License Numbers and Classifications:

- General Contractor License Number 102520
- Mechanical Contractor License Number 101991
 - Classification:
 - Group 5 – Unlimited
 - Sub classifications:
 - AC5 – Unlimited
 - HT5 – Unlimited
 - EL5 – Unlimited
 - PB5 – Unlimited
 - LP5 – Unlimited

-See attached Bonding confirmation and Licenses

➤ List key personnel (factory, sub-contract, other)

- Cullum Services, Inc. technicians are factory trained and certified. We typically self-perform all work. On occasion, we use a manufacture rep or sub-contractors. See attached for key personnel.

➤ References (public sector only)

-See attached references

➤ Case studies describing the benefits of services

- Cullum Services routinely works with product manufacturers' case studies and replicates them to match the customers' specific needs. See attached example case study.

◆ Warranty Services

➤ Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)

- Cullum Services follows manufacture standard warranties that are typically 1-5 years. In addition, we also work with our clients to provide extended warranties, typically 1-5 years. This includes equipment, parts, and labor warranties.

➤ Define processes for each type of **warranty**

- Cullum Services works with the manufacturer to handle warranties for clients. We maintain product information in our database, including model numbers, installation dates, performed maintenance records, and technician notes for the equipment. We follow up with the vendor and client throughout the warranty process.

➤ List key personnel (factory, sub-contract, other)

- Cullum Services, Inc. technicians are factory trained and certified. We typically self-perform all work, including warranty work. On occasion, we use a manufacture rep or sub-contractors. * See [attached](#) references for a list of key personnel.

References (public sector only)

- See attached reference ***

➤ Case studies describing benefits of services

- Cullum Services routinely works with product manufacturers case studies and replicates them to match the customers specific needs. See attached example case study.

◆ **Energy Services**

➤ Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)

- Cullum Services actively works with customers to evaluate their current HVAC and building utility systems and recommend modifications, operational changes, or capital improvements to directly result in energy savings and utility cost reductions. These include, but are not limited to, equipment repairs, scheduling changes, automation system installation and/or upgrades, and total equipment replacements.

When applicable, Cullum Services, Inc. interfaces with the local utility company to help the customer claim rebates and incentives for energy improvement projects. See item #52 and #55 for more information on EMS tracking and analysis.

➤ Define processes for each type of energy services

- Cullum Services energy services process consists of meeting with the client to determine their needs and current equipment data. Then work with its engineer and ASHRAE Standards to propose the best energy service options that meet the clients' needs. This process includes planning, implementing, maintaining, and evaluating.

➤ Certifications of personnel

- Cullum Services uses certified engineers or sub-contractors when needed.

➤ List key personnel (factory, sub-contract, other)

Cullum Services technicians are factory trained and certified. We typically self-perform all work. On occasion, we use a manufacture rep or sub-contractors. See certifications attached.

➤ References (public sector only)

- See attached references.

➤ Case studies describing benefits of services

- Cullum Services routinely works with product manufacturers case studies and replicates them to match the customers specific needs. See attached example case study.

◆ **Equipment Rentals**

➤ Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)

- Cullum Services, Inc., is a full-service mechanical service contractor. We have the ability to rent all brands of equipment through our many manufacturer and vendor relationships that we have established over 48 years.

- Brands available

- All brands are available.

- Locations of rental fleet

- Cullum Services works with local, regional, and national rental vendors for equipment rental, including chillers, transformers, terminal units, generators, cooling towers, packaged unitary and others.

- Process of accessing rental fleet during disaster event

- Cullum Service has established relationships with many vendors and has the ability to provide rental equipment when needed, including disaster events. For critical need clients, we work with them on preparing an advanced emergency plan to help identify critical items.

- List key personnel (factory, sub-contract, other)

- Cullum Services operation managers, service managers, and support staff members work with vendors on rental equipment. See attached list of key personnel.

- References (public sector only)

- See attached references..

- Case studies describing benefits of services

- Cullum Services routinely works with product manufacturers' case studies and replicates them to match the customers' specific needs. See attached example case study.

◆ Financial Services

- Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)

- Cullum Service passes along manufacturer rebates, discounts, and other saving opportunities to the client. This is typically passed along upfront to the customers during the quoting/pricing stage. We do not offer pre-payment discounts or leasing. We do work with our clients to secure external leasing when needed.

Describe type of each funding and availability.

- Product discounts provided by manufacturers.

- Funding Sources (internal and/or external)

- Cullum Services does not provide lending but does work with clients to help secure external lending when needed.

- List key personnel (internal and/or external)

- See attached list of key personnel

- References (public sector only)

- See attached reference list

- Case studies describing benefits of services .

- Cullum Services routinely works with product manufacturers case studies and replicates them to match the customers specific needs. See attached example case study.

◆ Professional Services

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other) -

Cullum Services is a full-service mechanical contractor and provides professional services. When needed, we work with sub-contractors.

- Describe type of each professional service and availability

- Cullum Services has the capability to perform all mechanical professional services. Engineering, Design, Drafting, Project Management, and others. We also work with sub-contractors, when needed.

- Licensing and certification capabilities.

- Cullum Services is licensed and certified to perform these services. When needed, we work with sub-contractors.

- List key personnel (internal and/or external) . See attached.

- Cullum Services self performs and uses sub-contractors when needed.

- References (public sector only)

- See attached references

- Case studies describing benefits of services

- Cullum Services routinely works with product manufacturers' case studies and replicates them to match the customers' specific needs. See attached example case study.

◆ Site Surveys

- Type (e.g., Equipment, system analysis, operational, architectural and other)

- Cullum Services self-performs site surveyors, including equipment, system analysis, operational, etc. On occasion, we use sub-contractors See attached capabilities for more detail

- Describe type of survey

- Cullum Services surveys are based on clients' needs. An example of our analysis surveys is the type of reports we are capable of sending to our clients. The information can be used to analyze current consumption and return on investments. See attached for graphs/charts.

- Overtime usage reports for property managers who bill tenants for heating and cooling during hours outside the scope of the lease agreement.

- Historical Data reports that will trend any point in the system database for an indefinite period of time
- System Analytics reports that show where customers could operate their facilities more efficiently and indicate if the equipment is not operating per design
- Alarm reports display any active alarms in the system and ancillary devices
- Override reports will show any user overrides in the system database

- Cullum Services routinely performs site surveys to check the operation and condition of the equipment. – See attached checklist for additional details.

➤ Licensing and certification capabilities

- See attached licenses and certifications.

➤ Advanced technology uses for each type of survey

- Continued training and education of new technology are key to Cullum Services success. We are current with all manufactures training and technology that we represent.

➤ List key personnel (internal and/or external)

- See attached.

➤ References (public sector only) -

See attached

➤ Case studies describing benefits of services

- Cullum Services routinely works with product manufacturers' case studies and replicates them to match the customers' specific needs. See attached example case study.

● Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

● **Executive Summary**

- Cullum Services additionally offers value through its in house design and fabrication facilities.

Sheet metal, piping, and duct systems are an integral part of any HVAC

system. Prefabrication is essential to providing quality equipment every time. Prefabrication allows for faster delivery and saves money for the overall project. Cullum's fabrication facilities are equipped with state-of-the-art equipment and are run by skilled craftsmen who understand what it takes to get a quality final product. Expect superior support, exceptional design plans, and an end result that works with existing or developing building plans. Delivering quality fabricated components while passing on the cost savings associated with a fully integrated fabrication process, Cullum offers a complete, streamlined experience from beginning to end for our customers and their unique design needs.

- Describe the product and/or service in an outline format
 - 1. Sheetmetal Fabrication
 - 2. Pipe Fabrication
 - 3. See attached line card for additional equipment items
 - 4. Licensed General Contractor- Design Build and Turn-Key projects from start to finish.
- Describe the value to participating agencies
 - Cullum Services has over 18K sf fabrication shop. Sheet metal, piping, and duct systems are an integral part of any HVAC system. This allows us to maintain a quality product, every time. It also allows for the prefabrication of systems. This helps save money and time while providing quality products.
- Describe the value to NCPA
 - This is a value-added advantage that most of the National Manufacture does not provide. Most HVAC maintenance and service are performed on older, existing facilities, where integrating old systems to new, usually requires additional sheet metal and pipe fabrication. Cullum Services provides turn-key projects
- Describe how your company would market this product and/or service through this contract
 - Sheet metal, piping, and duct systems are an integral part of any HVAC system. We would market these services by letting the customers know

they are available and the added value of quality, price, and time.

- Provide an anticipated size of the market for this product and/or service in the public arena
 - n/a

- **Detail Description**

- Where is the product manufactured?
 - Cullum owns and operates over 18K sf of pipe, duct, and sheetmetal fabrication facility in Charleston, SC.
- Any certifications provided?
 - Cullum Services and its employees are certified in pipe fitting/welder, sheetmetal, and ductwork fabrication.
- Where is the service performed?
 - These services are performed on-site at the fabrication facility
- Who performs the service and what is their expertise?
 - Cullum employs certified pipefitters, welders and sheetmetal mechanics
- Is this a proprietary product and, if not, who is your competition?
 - No, there are several third-party vendors. Occasionally, Cullum also supplies these services for our competition.
- Provide references
 - . See attached. Most all project references require pipe, sheetmetal, and duct fabrication.
- Provide case studies
 - n/a -
- Provide any pricing that is different than the pricing in Tab 7 in this solicitation. * Price is reflective in the labor wages on Tab 7.

*** Also, see attached line card for additional value items that we are capable of providing.**

*** Licensed General Contractor - Unlimited**


Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Cullum Services, Inc.
Print Name	F. Rudolph Cullum
Address	4435 Pacific Street
City, State, Zip	North Charleston, SC 29418
Authorized signature	
Date	July 22, 2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.


The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature




Date

July 22, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Cullum Services, Inc.
Address	3325 Pacific Street
City/State/Zip	North Charleston, SC 29418
Telephone No.	843-747-2900
Fax No.	843-529-2181
Email address	cullumr@culluminc.com
Printed name	F. Rudolph Cullum
Position with company	President
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>